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Official Public Records

Tarrant County Texas

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4 Pages

Suzanne Henderson

**Electronically Recorded
Chesapeake Operating, Inc.**

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PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR
DRIVER'S LICENSE NUMBER.**

L0218924

AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on April 22, 2008 Tarrant County, Texas, a political subdivision of the State of Texas (the "Lessor"), executed and delivered unto Chesapeake Exploration L.L.C., an Oklahoma Limited Liability Company, ("Chesapeake") (the "Lessee"), an Oil, Gas and Mineral Lease (the "Lease") which is recorded as Memorandum of Oil and Gas Lease, Document # D208171292, of the Official Records of Tarrant County, Texas, covering lands more specifically described herein below:

101.95 acres of land, more or less, in the John Collett Survey, A-260, the Louis Cohen Survey, A-290, the Robert Gillaster Survey, A-619, the Elijah Rogers Survey, A-1292, and the Juan Armendaris Survey, A-1768, being more particularly described as Lot 1, Block 1, Resource Connection Addition, an addition to the City of Fort Worth, Tarrant County, Texas, according to that certain plat recorded in Cabinet A, Slide 3224, of the Plat Records of Tarrant County, Texas.

WHEREAS, since the execution and delivery of the Lease, it has been discovered that a portion of said lease pertaining to pooling being the Retained Acreage Clause, provision 7B – Horizontal Wells, (2nd and 3rd sentences of the 1st paragraph) is inadequate for the benefit of both parties, and thus, the Lessor and Lessee desire to amend the pooling provision of the Lease in order to more effectively develop the Lands contained with the hereinabove described Lease;

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Lessee do hereby amend the Lease as follows:

(a) Said pooling provision currently reads as follows, to wit:

"The term "horizontal well" or "horizontally drilled well" shall mean any well that is drilled with one or more horizontal drainholes having a horizontal drainhole displacement of at least five hundred eighty-five (585) feet. For the purposes of further defining the term "horizontal wells" and 'horizontally drilled' reference is made to the definitions contained within Statewide Rule 86, as promulgated by the Railroad Commission of Texas, which definitions are incorporated herein for all purposes."

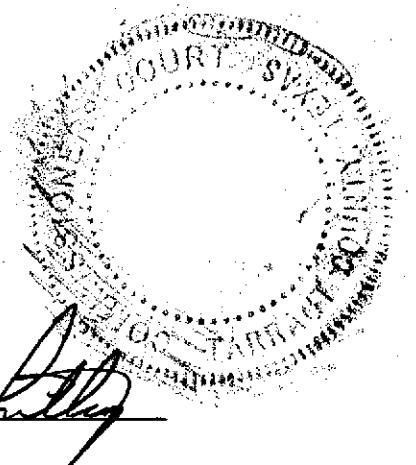
The above sentences are hereby deleted in their entirety and the following sentences are added in place of the above sentences (i.e. the Lease is hereby amended to read), to wit:

The creation of a unit by pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 270 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so.

The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Lessee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, except as herein amended.

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of the date such instrument is filed for recording in the office of the county clerk.

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Chesapeake Operating, Inc.



Lessors:

TARRANT COUNTY

By: B. Glen Whitley

B. Glen Whitley
County Judge

ATTEST:

By: Nancy Thompson
PRINTED NAME: NANCY THOMPSON
TITLE: DEPUTY

Lessee:

Chesapeake Exploration L.L.C.,
An Oklahoma limited liability company,
Successor by merger to Chesapeake Exploration
Limited Partnership

By: Henry J. Hood

Henry J. Hood, Sr. Vice President – Land and Legal & General Counsel

HJH

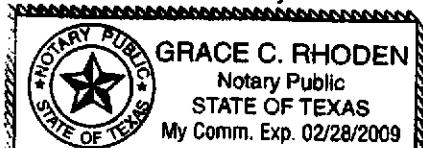
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Chesapeake Operating, Inc.

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF TARRANT) ss.

On this 17 day of Feb, 2009 before me Grace C. Rhoden Notary Public in and for said County and State, personally appeared B. Glen Whittley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Grace C. Rhoden
Notary Public

My Commission Expires: 02/28/2009
My Commission Number:

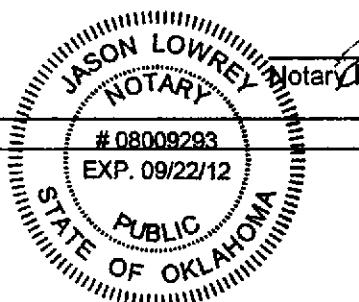
ACKNOWLEDGMENT

STATE OF OKLAHOMA \$
COUNTY OF OKLAHOMA \$

Before me, the undersigned, a Notary Public in and for said County and State, on this 3 day of March, 2009, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.**, an Oklahoma Limited Liability Company, successor by merger to **Chesapeake Exploration Limited Partnership**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:
My Commission Number:



Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154